

Holiday Booking Term and Conditions

CONSUMER PROTECTION INSURANCE

In accordance with "The Package Travel, Package Holidays and Package Tours Regulations 1992" all passengers booking with Roadmark Travel Ltd are fully protected for the initial deposit and subsequently the balance of all monies paid to us, including repatriation if required, arising from cancellation or curtailment of your travel arrangements due to the insolvency of Roadmark Travel Ltd. Your booking is insured by **IPP Ltd** and its panel of Insurers. This insurance is only valid for passengers who book and pay directly with/to Roadmark Travel Ltd and is only valid for packages booked that DO NOT include flights. This insurance has been arranged by International Passenger Protection Limited and underwritten by Certain underwriters at Lloyd's. For further information see www.ipplondon.co.uk

ALL ROADMARK COACH HOLIDAYS ARE SOLD SUBJECT TO THE FOLLOWING CONDITIONS:

When signing the booking form you will sign on behalf of yourself, and the others named in your party that you have read, understood, and have accepted these conditions and the Holiday Information provided in this brochure. A contract between us is entered into when you make a booking and we accept it by written confirmation on the terms set out in this brochure. Your contract is with **ROADMARK TRAVEL LIMITED** of Stockbury House, Church Street, Storrington, Pulborough, West Sussex, RH20 4LA, hereinafter referred to as "The Company".

1. You Pay a Deposit

When you make a booking you must pay a deposit. For most holidays this is £75 per person and the exact amount will be advised to you when booking. If you are taking "Emerald" Travel Insurance" you must also pay the appropriate premium as shown in our Brochure. Should you decide to cancel or be unable to take up the holiday for any reason this deposit and insurance premium are both **NON-REFUNDABLE**.

2. You Pay the Balance

You must pay the balance by the date specified in the tour confirmation. If the balance is not paid in time the Company reserves the right, after due notice to the customer, to cancel your booking. In this event, or if you, the customer, cancel the holiday arrangements after the booking is accepted, the deposit (and insurance premium if applicable) will be forfeited.

3. If You Cancel Your Holiday

If you or any member of your party decide to cancel your holiday, the person signing the booking form must notify us **in writing**. As cancellation incurs administrative costs we will retain the deposit applicable to each person's holiday cancelled. Any insurance premium you have paid will also be forfeited. Additionally, if you cancel within 42 days of departure, The Company will apply a cancellation charge in accordance with the following scale:

Period before departure within which written cancellation is received	Cancellation Charge (including deposit paid) as a percentage of the holiday price
Prior to 42 days	Loss of deposit & Insurance Premium
28 - 42 days	30%
14 - 27 days	45%
7 - 13 days	60%
1 - 6 days	100%
Departure Day or later, including voluntary termination whilst on holiday	100%

NOTE: If the reason for cancellation is covered under the terms of your insurance policy you may be able to reclaim these charges subject to the policy excess. Insurance premiums are not reclaimable.

4. If You Change Your Booking

If after our confirmation has been issued you wish to change your booking (e.g. change to another holiday or departure date), we will do our best to make the changes provided that we receive written notification from the person signing the booking form not later than the date on which the balance of the original holiday cost was due for payment. This must be accompanied by a payment of £25 to cover administration costs. Any alteration by you made later than the original balance date will be treated as a cancellation and subject to the charges set out in paragraph 3 above.

5. If You Have a Complaint

If you have a complaint during your holiday, please inform, in the first instance, the supplier of the service and then inform our driver/courier or representative immediately, who will do his/her best to help you there and then. If the matter cannot be resolved to your satisfaction you must put your complaint in writing to Roadmark Travel Limited. This should give full details of the complaint and be received by the Company not later than 28 days following the return of your holiday. Failure to establish your complaint immediately in accordance with the above procedure may affect the outcome of it.

6. STATUTORY AUTHORITIES & CONDITIONS OF CARRIAGE

This brochure is issued subject to applicable Acts of Parliament and Government Regulations and The Company reserves the right to modify itineraries to conform with requests from competent authorities in the United Kingdom and any other sovereign state through which the tours operate. Overland carriage may be in vehicles other than those owned by Roadmark Travel Limited. When you travel on an aircraft, train or ship, the conditions of that carrier apply and are subject to National and International conditions which may limit or exclude liability. The Public Service Vehicle (Conduct of Drivers, Conductors and Passengers) Regulations as amended 1990, apply to all coaches throughout any holiday in the UK.

7. INSURANCE

It is a condition of booking with Roadmark Travel that you are covered by Travel Insurance for any UK or European Holiday. There is a wide range of providers to choose from and you do not have to take the insurance offered by Roadmark. Roadmark Travel Limited is an Appointed Representative of Arthur J.Gallagher Insurance Brokers Ltd. Through Arthur J.Gallagher we offer the **"EMERALD COACH HOLIDAY SCHEME"**. The insurance premium for each holiday is shown in our brochure and on the website, and includes Insurance Premium Tax at the prevailing rate (currently 20%).

A summary of the cover can be downloaded from www.roadmarktravel.co.uk/travel-insurance.aspx, and a full policy document can be inspected at our office. Roadmark Travel does not provide advice or recommendation as to whether the policy meets your own specific requirements. If you decide to purchase Roadmark's Travel Insurance and pay the relevant premium we will send you a policy document. If you decide that the cover does not meet your requirements you may return the policy document to us within 14 days and we will refund the premium paid. If you cancel your holiday for any reason after the 14-day period the insurance premium is non-refundable. You should always take your Insurance Policy document with you on the holiday.

If you are not covered by the Emerald Scheme you must provide details of your own alternative insurance cover, for which there is a space on the booking form.

EXISTING MEDICAL CONDITIONS (applies to both UK & EUROPE)

Your Emerald policy may not cover claims arising from your pre-existing medical conditions, so if you have a medical condition and/or are taking prescribed medicine, **it is essential that you telephone Travellers Healthcheck** on 01732 853375 to advise them of your condition/medication. You must also telephone the Healthcheck line if you are on a waiting list for any treatment, and if your condition or medication changes after you have purchased your travel insurance.

8. PASSPORTS

For all holidays abroad you will require a full 10 year British Passport and you need to complete the 'ADVANCE PASSENGER INFORMATION' section of the Booking Form. If you do not hold a full British Passport it may be possible to travel, provided that you have checked with the appropriate immigration authorities of the Country(ies) to be visited whether a visa is required, and that you are in possession of the visa and any other documentation necessary for entry into that country(ies). The Company cannot accept responsibility for delays or difficulties caused if passengers are not in possession of the correct travel documents.

9. SPECIAL NEEDS

We will accept lightweight wheelchairs for travel, subject to them being able to be folded and stowed away in the luggage hold of the coach. We regret we are unable to accept wheelchairs that are more than 20kg in weight. This means we cannot carry battery powered wheelchairs or scooters that need to be taken apart for storage. We **MUST** be advised at the time of booking that a folding wheelchair or walking aid is being taken on a trip, as we have also to consider the luggage capacity and weight of the coach.

Our drivers and escorts will be happy to provide general assistance to passengers but will not be expected to:

- Provide assistance that extends to the bodily lifting and carrying of any customers on and off the coach.
- Undertake any action that may put their health, safety, welfare or the legal requirements for a break in duty at risk.
- Act as carers for customers at departure, during the journey or on arrival at destination.

Unfortunately, many hotels do not provide adequate facilities for guests with mobility problems or who suffer from other disabilities. We are keen to plan arrangements for your holiday so that special needs and requests can be accommodated as far as possible. If you will need assistance or special facilities in the hotel, or may have difficulties in taking part in excursions or boarding and travelling on the coach or other means of transport you must let us know in advance. Not all holidays in this brochure may be suitable for you. We want you to enjoy your holiday and will try to help you select an appropriate trip. If you need advice or further information you should contact Roadmark Travel Ltd.

10. HEALTH

If you are in any doubt as to whether your state of health may render you unfit to travel you should consult your doctor and act on his/her advice. If a doctor confirms that you are medically unfit to start your holiday it is essential that you cancel the holiday. In this case you will normally be able to make a claim on your insurance. At the time of going to press no special precautions regarding health matters were needed by travellers to the countries mentioned in this brochure. However, regulations are subject to change and our clients are responsible for complying with entry and current health requirements. For all foreign holidays we advise you to obtain a copy of the Department of Health leaflet "Advice on Health for Travellers". If you are going on holiday to a member state of the EEC we advise you to carry with you a **EUROPEAN HEALTH INSURANCE CARD** which entitles you to benefit in kind during your stay. You can apply by telephone 0300 3301350 or online at www.ehic.org.uk

11. DOOR TO DOOR SERVICE

Our door-to-door service automatically applies unless stated, and provided that your home (pick-up) address is **within fifteen miles**, by road, of one of our main holiday pick-up points, which are WASHINGTON and HOP OAST PARK & RIDE in Horsham. A list of postcodes that fall within our inclusive taxi pick-up area can be found on the Booking Form. We can usually arrange door-to-door service for passengers outside our 15-mile area at a supplementary charge.

12. OTHER TERMS

- (a) On any Roadmark holiday you are not permitted to bring a pet or any other animal (other than Guide Dogs in the UK and Eire only and by prior arrangement).
- (b) Smoking, including the use of electronic cigarettes, and the consumption of alcohol are strictly prohibited on Roadmark coaches.
- (c) You are not permitted to play a radio, cassette or CD player on Roadmark coaches or to use any form of electronic device without head/earphones.
- (d) Excursions are included in the price of most Roadmark holidays and refunds cannot be made for passengers who do not wish to go on these excursions. Admission fees are not included in the price of the holiday unless stated in the brochure.
- (e) Roadmark Travel Limited reserves the unconditional right to refuse a booking or to terminate a client's holiday in the event of unreasonable conduct which in our opinion is likely to cause damage, distress, danger or annoyance to other clients, employees, property or to any third party. This includes unsuitable or inappropriate attire being worn in places such as restaurants and hotels. The minimum standard dress code is normally smart/casual.

If you are prevented from travelling or continuing your holiday by such a termination our responsibility for your holiday thereupon ceases. Full cancellation charges will apply and Roadmark Travel Limited will be under no obligation for any refund, compensation or loss which you may incur.

Our Obligation To You

forms part of the Holiday Terms & Conditions

1. YOUR HOLIDAY PRICE

We will only increase the price of your holiday in the following, limited circumstances:

- i) If there is an increase in the cost of transportation, including fuel and fuel tax, ferry operator fares and tolls, airfares and embarkation or disembarkation fees at terminals.
- ii) If there is an increase in applicable duties or taxes (including the rate of VAT).
- iii) Adverse currency exchange rate variations. Even in the event of increases in the above, we will absorb an amount equivalent to 2% of the holiday price. We will not alter the price of your holiday within 30 days of departure.

2. IF WE CHANGE YOUR HOLIDAY

Every effort will be made to operate all the holidays as advertised, but arrangements are made many months in advance and changes are, therefore, sometimes unavoidable. Most changes are likely to be minor, but where a change is significant we will notify you as soon as possible. Significant changes are those that involve changing your departure or return date, the location of resort, a change to the main hotel (not single overnight hotels), or tour itinerary changes which involve a main destination being completely eliminated. In the event of such a significant change you can decide either:

- a) To continue with the holiday as amended or
- b) To accept an alternative holiday we may offer you with an appropriate increase or reduction in price, or
- c) To cancel your booking, and receive a full refund of all monies paid by you.

3. IF WE CANCEL YOUR HOLIDAY

It is necessary for there to be a minimum number of passengers in order to operate a holiday. This number will vary depending on the tour, and the minimum for each holiday is available from Roadmark Travel on request. If this minimum number is not achieved we reserve the right to cancel the holiday. In this case we will offer you the choice of a full refund of all the monies you have paid to us, or an alternative holiday if one is available. However, we will not cancel your holiday after the balance date unless:

- (a) You have not paid for your holiday **in full** or
- (b) Your holiday is influenced by events beyond our control such as hostilities, political unrest, industrial action, natural disasters, severe weather, technical problems to transport, Governmental action or other circumstance amounting to force majeure. If we have to cancel your holiday The Company is liable only for any monies you have paid to us at the time.

TRAVEL INSURANCE – IMPORTANT INFORMATION

Roadmark Travel Ltd is an appointed representative of Arthur J. Gallagher Insurance Brokers Limited which is authorised and regulated by the Financial Conduct Authority. Registered Office: Spectrum Building, 7th Floor, 55, Blythswood Street, Glasgow, G2 7AT. Registered in Scotland. Company Number: SC108909. Arthur J. Gallagher Insurance Brokers Limited is a member of the Arthur J. Gallagher group.

We only offer travel insurance from a single insurer – Union Reiseversicherung AG. This travel insurance is suitable for those who wish to insure themselves when travelling against the specified financial loss of unforeseen circumstances and events relating to your trip. A list of the covers and corresponding levels, as well as the main policy exclusions, can be found below. Further details will be in your policy document, a copy of which is available on request. We have not provided you with any recommendation or advice about whether this product meets your specific insurance requirements. It is your responsibility to decide whether this policy suits your requirements. Should you require any further information, please contact Roadmark Travel Ltd.

Health Conditions

If you are travelling within UK and Europe – Your policy may not cover claims arising from your pre-existing medical conditions so you need to telephone **Travellers Healthcheck** on **08451 300 210** or **01732 853375** so that underwriters can ensure you are provided with the best cover they can offer. Please refer to the policy document. If your condition changes, after purchasing your travel insurance, or you are on a waiting list or have been sent for tests, investigations or your medication has changed, you are required to advise **Travellers Healthcheck** on **08451 300 210** or **01732 853375**, where they will advise on what cover can be provided.

General Exclusions

This policy includes some general exclusions relating to health conditions of you or those on who or trip depends unless previously agreed in writing by the underwriters. It also excludes claims whereby You are under the influence of drugs (other than those prescribed by a doctor) or alcohol or solvents. Full exclusions are listed in the policy document.

Cover

Cancellation

Up to £1,000 for UK Trips
Up to £3,000 for EU Trips

Curtailement

Unused portion of costs up to
£3,000

Medical Expenses

Up to £2,000,000 outside home
country
Up to £1,500 within your home
country

Personal Possessions

Up to £1,750 in total
Up to £250 each individual
item
Up to total of £250 for
valuables

Personal Money

Up to £250 in cash on your
person
Up to £500 in total
Lost travel documents up to
£250

Personal Liability

Up to £2,000,000

Personal Accident

Up to £15,000

**Policy excess: Cancellation/Curtailement/Abandonment: £65.00. Deposit only £30.00
Personal Possessions, Personal Money/Medical Expenses - £65.00**

Material Facts

Your insurance is arranged on the basis of what you have told us and your insurer. Therefore, you must provide answers to all questions raised honestly, completely and to the best of your knowledge. If you're in any doubt as to whether to provide any information please do so, to ensure that your policy is set up on the correct basis because if not it could mean that part or all of a claim may be unpaid. If any circumstances change throughout the policy term please advise us immediately so that we can ensure your cover is still appropriate. If you fail to report claims promptly, or any circumstances which may lead to a claim, it may affect your ability to obtain a settlement.

Cancellation Rights

If your cover doesn't meet your requirements, please let Roadmark Travel Ltd know within 14 days of receiving your policy document and return all your documents for a refund of your premium. Any premium already paid will be refunded to You providing you have not travelled, no claim has been made or is intended to be made and no incident likely to give rise to a claim has occurred.

Claims

Full details of how to make a claim and how to appeal should your claim not be successful can be found in the policy document.

Complaints

Should you have a complaint about the sale of your travel insurance policy, please contact Arthur J. Gallagher Insurance Brokers Ltd, 6th Floor, Temple Circus House, Temple Way, Bristol BS1 6HG. For Complaints regarding claims, please contact Customer Services Manager, Travel Claims Facilities, P O Box 420, Tonbridge, Kent TN9 9DE. Should you remain unhappy with our final reply, you may have the right to refer your complaint to the Financial Ombudsman Service at South Quay Plaza, 183 Marsh Wall, London E14 9SR, or by telephoning 0800 023 4567.

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim. Insurance advising and arranging is covered for 90% of the claim, with no upper limit. Further information is available from the FSCS.